



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP14144

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

VENDOR
 *004103656 304 984-1725
 BARNES EXC INC
 PD BOX 13384
 SISSONVILLE WV 25360

SHIP TO
 ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
09/20/2007				

BID OPENING DATE: 10/25/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 872,000.
<p>RECLAMATION: RESTORATION OF WATER</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS TO AWARD A CONTRACT TO PERFORM WATER RECLAMATION ON THE MINING OPERATION OF KEISTER COAL CO. INC., NATIONAL CONSTRUCTION COMPANY, INC., AN WERNER MINING COMPANY, INC., NOW UNDER REVOKED PERMIT NUMBERS(S) 184-77, S-2004-86 & S-2003-86, PER THE FOLLOWING DRAWINGS, SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, SCOPE OF WORK, AND THE BID SCHEDULE AS ATTACHED.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 10/02/07 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. THE PRE-BID WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AN/OR DURING INCLEMENT WEATHER. CONSIDER THIS WHEN SELECTING YOUR REPRESENTATIVE FOR ATTENDANCE.</p> <p>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT. PROJECT IS LOCATED NEAR BELINGTON, WV, BARBOUR COUNTY AND CONSISTS OF APPROXIMATELY 15 ACRES.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Catherine Barron* TELEPHONE 304-984-1725 DATE 11/1/07
 TITLE *President* FEIN 550736745 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

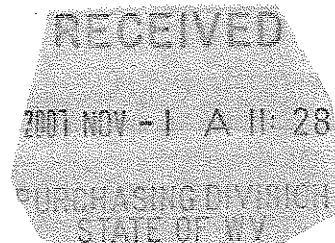
1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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<p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR BARBOUR COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Cathern Barnes* TELEPHONE 304-984-1725 DATE 11/1/07
 TITLE *President* FEIN 550736745 ADDRESS CHANGES TO BE NOTED ABOVE

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AUCTION ROOM

*004103656 304 984-1725
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<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p>						

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SIGNATURE <i>Catherin Barnum</i>	TELEPHONE 304-984-1725	DATE 11/1/07
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME - ... <i>Barnes Exc. Inc.</i></p> <p>CONTRACTORS LICENSE NO. - <i>WV023257</i>.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p>						

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TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p>						

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<p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p>						

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AUDITOR	*004103656	304 984-1725
	BARNES EXC INC	
	PO BOX 13384	
	SISSONVILLE WV	25360

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<p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DEP14144</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

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PURCHASER

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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;"> <i>Catherine Barn</i> SIGNATURE <i>Barnes Exc. Inc.</i> COMPANY <i>11/1/07</i> DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;"> DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 </p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>SEALED BID</p> <p>BUYER: CB-23 RFQ. NO.: DEP14144 BID OPENING DATE: 10/25/2007 BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>Fax 304-984-0074</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Robert Barnes</i></p> <p>***** THIS IS THE END OF RFQ DEP14144 ***** TOTAL: <u>\$ 872,000.</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cathern Barnes</i>	TELEPHONE <i>304-984-1725</i>	DATE <i>11/1/07</i>
TITLE <i>President</i>	FEIN <i>550736745</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

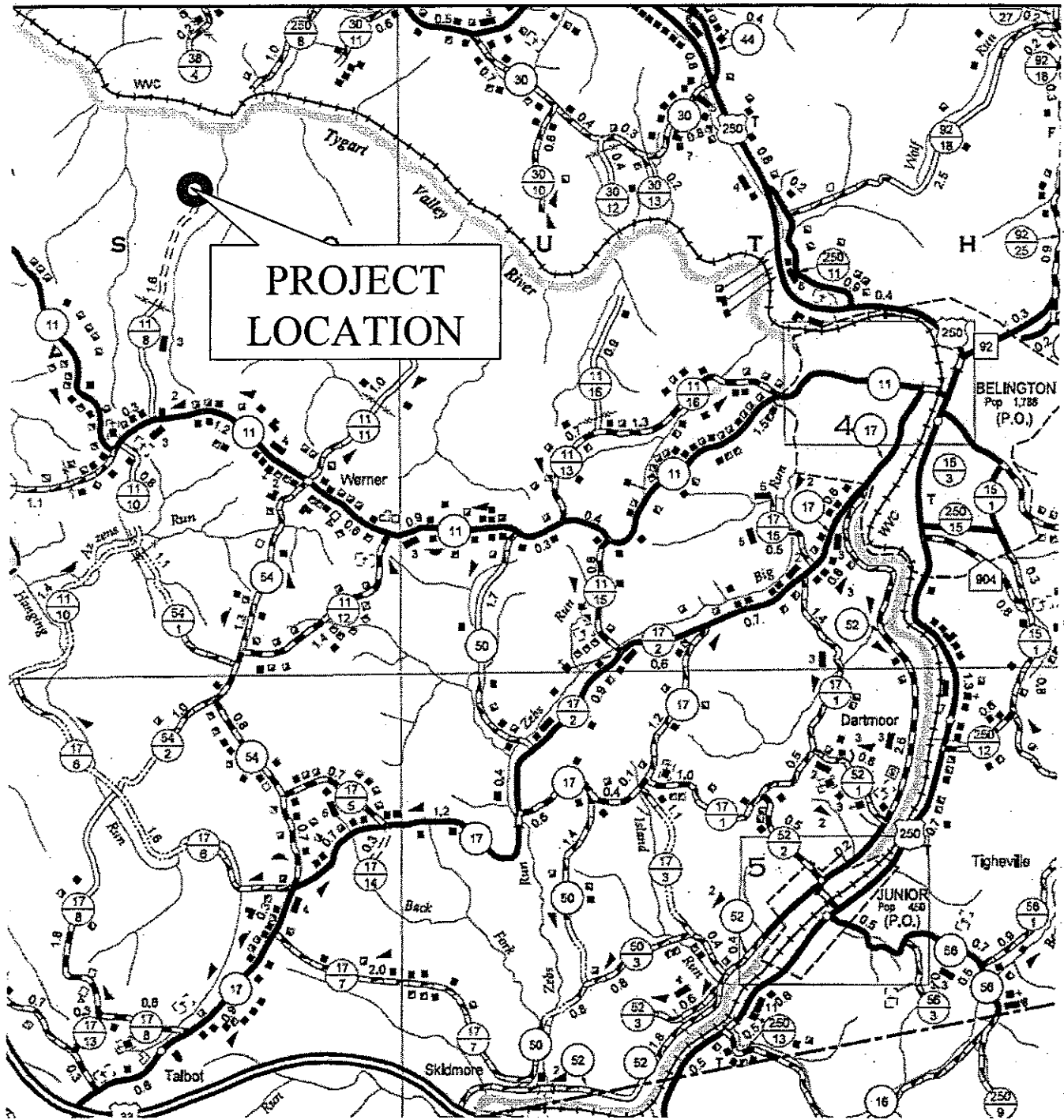
Keister Coal Co. Inc., Permit # 184-77
National Const. Co. Inc., Permit # S-2004-86
Werner Mining Co. Inc., Permit # S-2003-86

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LOCATION MAP



From US 250 in Belington. Turn West onto WV County Route 11. Travel approximately 5.9 miles (toward Audra State Park) to WV County Route 11/8. Turn right onto 11/8.

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SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Keister Coal Company, Inc., National Construction Company, Inc., and Werner Mining Company, Inc. Permit #'s 184-77, S-2004-86, and S-2003-86 and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

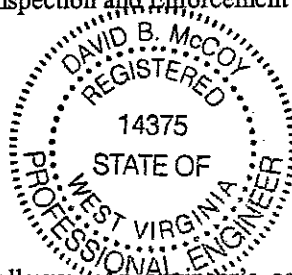
Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item #3.0-6.0, 37.0-40.0, & 52.0-55.0. If, fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. Project sign is to be obtained and installed.
2. Storm water management in the form as described in bid item #8.0, 42.0, & 57.0 shall be installed (described locations).
3. Concurrent and continuous reclamation shall begin at the access road as shown on the site plan and shall end at treatment site 2. Revegetation and soil improvements are required for areas designated at the pre-bid meeting. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Clean existing ponds & wetlands, expand settling ponds, install curtain baffles, and construct berms where required.
5. Construct riprap ditches or open limestone channels.
6. Upgrade existing access roads.
7. Construct new access roads.
8. Construct seep drain collectors.
9. Install culverts.
10. Install sludge pumping lines and construct sludge holding cells.
11. Install Aquafix doser units and silos.
12. Establish vegetation with lime, fertilizer, seed, and mulch.
13. Any other site-specific items required.

I, David B. McCoy, the undersigned, hereby certify¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.

David B. McCoy

Registered Professional Engineer WV No. 14375



JBS
8/7/07

Date: 8-6-07

¹ The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>KEISTER COAL</u>				
PERMIT NUMBER: <u>184-77</u>				
1.0	LUMP SUM	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>20,000.</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>900.⁰⁰</u>
3.0	<u>7500</u> LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>2.⁰⁰</u> PER LF	\$ <u>15,000.</u>
4.0	<u>700</u> LF	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	\$ <u>.50</u> PER LF	\$ <u>350.</u>
5.0	<u>200</u> TON	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>15.⁰⁰</u> PER TON	\$ <u>3,000.</u>
6.0	<u>1510</u> LF	<u>NEW HAULROAD/ACCESS ROAD</u>	\$ <u>12.⁰⁰</u> PER LF	\$ <u>18,120.</u>
7.0		<u>REVEGETATION</u>		
7.1	<u>8</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>500.</u> PER ACRE	\$ <u>4,000.</u>
7.2	<u>8</u> AC	<u>FERTILIZER</u>	\$ <u>250.</u> PER ACRE	\$ <u>2,000.</u>
7.3	<u>8</u> AC	<u>MULCH</u>	\$ <u>250.</u> PER ACRE	\$ <u>2,000.</u>
7.4	<u>8</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>250.</u> PER ACRE	\$ <u>2,000.</u>
8.0	<u>500</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>3.⁵⁰</u> PER LF	\$ <u>1,750.</u>

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9.0	650 LF	<u>TRAPEZOIDAL RIPRAP DITCH</u>	\$ <u>25.00</u> PER LF	\$ <u>16,250.</u>
10.0	220 LF	<u>HDPE CULVERT 12" DIAMETER</u>	\$ <u>24.00</u> PER LF	\$ <u>5,280.</u>
11.0	20 LF	<u>HDPE CULVERT 24" DIAMETER</u>	\$ <u>40.00</u> PER LF	\$ <u>800.</u>
12.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	
13.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$ <u>2,000.</u>
14.0	60 LF	<u>SEEP CONVEYANCE DRAIN</u>	\$ <u>43.00</u> PER LF	\$ <u>2,580.</u>
15.0	225 LF	<u>SDR 35 PVC SOLID PIPE 6" DIAMETER</u>	\$ <u>8.00</u> PER LF	\$ <u>1,800.</u>
16.0	LUMP SUM	<u>CONCRETE SEEP COLLECTION STRUCTURE</u>	LUMP SUM	\$ <u>25,000.</u>
17.0	180 LF	<u>4-INCH HDPE PIPE</u>	\$ <u>8.00</u> PER LF	\$ <u>1,440.</u>
18.0	LUMP SUM	<u>WATER CONNECTIONS AT DISPENSING UNITS</u>	LUMP SUM	\$ <u>500.</u>
19.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>8,000.</u>
20.0	LUMP SUM	<u>SETTLING PONDS-RECONSTRUCT</u>	LUMP SUM	\$ <u>45,000.</u>
21.0	LUMP SUM	<u>COLLECTION POND-CLEAN AND MODIFY</u>	LUMP SUM	\$ <u>62,000.</u>
22.0	165 LF	<u>BAFFLE CURTAIN</u>	\$ <u>13.00</u> PER LF	\$ <u>2,145.</u>
23.0	LUMP SUM	<u>WATER INTAKE RISER</u>	LUMP SUM	\$ <u>5,000.</u>
24.0	LUMP SUM	<u>TWO SLUDGE DISPOSAL CELLS</u>	LUMP SUM	\$ <u>40,000.</u>

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25.0	1600 LF	<u>6 INCH HDPE SLUDGE PIPE</u>	\$ <u>5.00</u> PER LF	\$ <u>8,000.</u>
26.0	4 EA	<u>PUMP ADAPTOR CONNECTION</u>	\$ <u>60.00</u> PER EA	\$ <u>240.</u>
27.0	3 EA	<u>WYES (6" HDPE LATERALS 45°)</u>	\$ <u>123.00</u> PER EA	\$ <u>369.</u>
28.0	1 EA	<u>BLIND FLANGE (6" HDPE)</u>	\$ <u>238.00</u> PER EA	\$ <u>238.00</u>
<u>TREATMENT SITE 1</u>				
29.0	<u>10 LF</u> (Depth)	<u>SUB-FOUNDATION PREPARATION</u>	\$ <u>100.00</u> PER LF	\$ <u>1,000.</u>
30.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ <u>30,000.</u>
31.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>500.00</u>
32.0	LUMP SUM	<u>DOSING UNIT AND SILO AT SITE 1</u>	LUMP SUM	\$ <u>97,450.</u>
<u>TREATMENT SITE 2</u>				
33.0	<u>10 LF</u> (Depth)	<u>SUB-FOUNDATION PREPARATION</u>	\$ <u>100.00</u> PER LF	\$ <u>1,000.</u>
34.0	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ <u>30,000.</u>
35.0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>500.</u>
36.0	LUMP SUM	<u>DOSING UNIT AND SILO AT SITE 2</u>	LUMP SUM	\$ <u>90,678</u>
TOTAL PERMIT 184-77				\$ <u>546,890.</u>

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BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMobilIZATION/PROJECT SIGN **PROJECT SIGN**

A project sign shall be obtained or manufactured and installed as indicated on the attached specifications and details. Payment for this sign shall be incidental to the mobilization item. No separate payment will be made.

MOBILIZATION

This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment and other facilities to the project site necessary to begin work on a substantial phase of the contract.

DEMobilIZATION

Prior to demobilization, an inspection shall be conducted by the Department of Environmental Protection and the contractor to insure compliance with contract performance. Once compliance is ascertained, demobilization activities can be initiated and completed. Demobilization shall be totally completed before the invoice for payment shall be processed.

PAYMENT

The lump sum bid for this item shall not exceed 5% of the total bid for this permit. Payment shall be made in two 50% amounts, one upon completion of the mobilization and project sign items and the second payment at the completion of demobilization. No deduction shall be made nor shall any increase be made in the lump sum item amount, regardless of decreases or increases in the final total contract amount or any other reason.

2.0 SPILL CONTAINMENT AREA (S.C.A.)

Spill containment measures shall be used for fuel and lubricant storage areas. All containers, barrels, buckets, cans, etc., are to be legally disposed of off site. Used lubricants are to be disposed of according to state law to minimize pollution to the local surface and ground water supplies. Spills are the responsibility of the contractor and need immediate clean up and maintained at no expense to the State. This S.C.A. shall be constructed in accordance with the typical drawing specification. (See Attachment) Alternate containment measures will be considered for approval by the Program Manager if acceptable results can be shown. Fuel tanks manufactured with secondary containment are desirable. Minimum secondary containment is 110 percent. (Bid limited to \$1,000.00 maximum)

3.0 HAULROAD/ACCESS ROAD UPGRADE

The contractor shall maintain and/or construct haulroad/access road(s) during the reclamation process to provide access on a well drained surface. Plan to upgrade the existing access road to the specifications and details as indicated in the Upgrade Access Road drawing. The access road on the reclamation site shall be graded, sloped, and maintained to drain to provide a road surface free of excessive mud and standing waters at all times while work is in progress. Upon completion of all reclamation activities, a final 3 inch layer of 1 ½ crusher run limestone shall be placed on the roadway. Dust-control measures may be necessary if hauling creates airborne material. Snow removal is to be included in this item.

4.0 FILTER FABRIC FOR ROAD UPGRADE

Filter Fabric (Tyvar 3401, Mirafi 500X, or equivalent) shall be placed over the completed road foundation (12' width) and covered with a six (6) inch minimum layer of No. 1 limestone (3½ to 1½ inches) (separate bid item). The fabric shall be paid for by the linear foot of road construction.

5.0 INCIDENTAL #1 STONE FOR ROAD UPGRADE

During construction of culvert installations, roadway ditch improvements, and reshaping of the roadway,

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areas may need additional base layer stone. After any necessary re-compaction and re-grading work on roadways has been performed by the contractor, a six (6) inch layer of #1 limestone (3.5" to 1.5" size) shall be placed as needed. This stone shall be graded and tracked in with a dozer or other equipment to achieve a compacted base for the final top layer of 1 ½ inch crusher run limestone (separate bid item).

Payment shall be paid per ton of stone applied by weight ticket and will be made at completion of all work and acceptance by DEP.

6.0 NEW HAULROAD/ACCESS ROAD

This required road will be approximately 1510 LF. Accompanying plans show the details of the construction of the road. The contractor shall provide all services, materials, construction layout, equipment, or other materials necessary to execute the work.

SITE PREPARATION

Any areas with soft unsuitable foundation materials shall be undercut to remove this material. The material removed shall be disposed of within the construction area at a site agreed to between the contractor and the DEP on site representative. Construction stake out shall be completed as necessary to complete that phase of the work being undertaken. Payment for the construction stakeout is to be included in the road price. No separate payment will be made for construction stake out.

ROAD CONSTRUCTION

Suitable foundation material shall then be placed in compacted layers not to exceed six (6) inches in thickness to obtain the desired grade and alignment. Compaction equipment is to be approved by DEP on site representative. Filter Fabric (Tyrar 3401, Mirafi 500X, or equivalent) shall be placed over the completed foundation and covered with a six (6) inch minimum layer of No. 1 limestone (3½ to 1½ inches). The No. 1 stone shall then be covered with 1½ inch crusher run limestone so that the surface is choked off and a three (3) inch minimum layer remains on top. The completed road shall have a minimum width of twelve (12) feet and the surface shall be crowned and sloped to both sides a minimum of 24-horizontal to 1 vertical. Any fill sections, if used, shall not impound water. The total length of roadside ditch shall be along the entire length of the road. A roadside drainage ditch shall be established along the hillside of the road, and shall be free draining to any culverts crossing under the road. The ditch shall be vegetated and constructed as indicated in the New Access Road drawing.

Payment shall be for completed length of road, and shall include a truck turn-around area paid as length of road (204 LF). The turn-around area shall be approximately twenty four (24) feet wide and ninety (90) feet in length with twelve (12) feet wide corners totaling 2448 sq.ft., see Truck Turn-around Detail drawing. The turn-around area location shall be designated by the DEP on-site representative.

7.0 REVEGETATION

The actual seeding date, within the work performance period, shall be at the discretion of the contractor, but a permanent vegetative cover must be established. Verification of materials used shall be required for payment. Seed bed preparation, unless otherwise approved, shall be conducted by industrial disks or tracking with heavy equipment with cleat marks across slope and parallel to the final contours. The surface shall be tracked, track to track. Seeding shall commence after seedbed preparation on a loose and uncompacted soil and with the approval of the Department of Environmental Protection. Contractor shall provide equipment as necessary to secure approval of the seedbed. Revegetation activities shall be carried out in a continuous, concurrent, timely and uniform manner. Failure to do this may result in nonpayment for portions of or the entire Revegetation item. Hydroseeding or broadcast seeding with the approved species is acceptable. The application rate may be increased but the ratio is to remain constant, but no additional monetary compensation will be awarded. Areas outside the limits of construction, disturbed by the contractor, shall be revegetated by the contractor at no expense to DEP. Water utilized for hydroseeding shall be free of injurious or other toxic substances harmful to plant life. The source of water is subject to the approval of the DEP Specialist. It shall be the vendor's responsibility to repeat the procedures under REVEGETATION until a permanent vegetation is established. The acreage quantities in this contract are for bidding purposes only.

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A warranty period of one (1) year shall commence upon completion and payment of the revegetation item of the contract. No payment will be made for additional seeding necessary to comply with warranty requirements. The warranty period will be extended for one (1) year from the date of the last augmented seeding done by the contractor. The performance bond and labor and materials bond shall remain in effect throughout the warranty period. The Standards for Evaluating Vegetative Cover as presented in Title 38, CSR2, Section 9 of the West Virginia Surface Mining Reclamation Regulations will apply.

Equipment for the retracking/scarification to eliminate rills and gullies shall be mobilized and utilized to produce slopes consistent with the regrading and topsoiling bid item prior to warranty reseeding. No additional payment will be made by DEP for this warranty work.

7.1 AGRICULTURAL LIME

Unless otherwise specified, all lime used shall be registered with the West Virginia Department of Agriculture, have an 85% minimum calcium carbonate equivalent, and meet the fineness classification no larger than that for ground lime. The following fineness classifications or combinations of lime are acceptable:

- Pulverized - 100% passing a U.S. Standard 20 mesh sieve
 70% passing a U.S. Standard 100 mesh sieve
- Ground - 90% passing a U.S. Standard 20 mesh sieve
 - 50% passing a U.S. Standard 60 mesh sieve
 - 35% passing a U.S. Standard 100 mesh sieve

Use of blends and low-grade agricultural liming materials shall require prior approval. Lime shall be spread as soon as possible after delivery to site. Lime shall be applied evenly and uniformly distributed over the treated area. Lime shall be thoroughly mixed into the soil material. Lime subjected to adverse conditions before spreading will be deemed unacceptable. Failure to complete this phase shall result in nonpayment of this bid item.

Lime shall be applied at 10 ton/acre.

7.2 FERTILIZER

Fertilizer rates given for REVEGETATION are for 1,000 lbs. of 10-20-20 per acre. These rates are minimum and for bidding purposes.

Fertilizer shall be applied evenly and uniformly distributed over the treated area. Common complete fertilizers which meet the minimum standards are acceptable.

7.3 MULCH

Acceptable mulch for this project is wood fiber, hay, or straw.

Mulch: Wood Fiber @ 1.0 ton/Acre

Hay or straw mulch may be substituted at a rate of 2 tons/Acre

7.4 VEGETATIVE SPECIES

Seeding rate required is for pure live seed (pls) in pounds per acre. The use of annuals or cover crops will not be considered for vegetative success.

NORTH MIX

<u>VEGETATIVE SPECIES</u> ¹	<u>RATE/ACRE</u> ¹
Orchard Grass	@ 15 lbs/acre

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Birdsfoot Trefoil ²	@ 15 lbs/acre
Yellow Sweet Clover	@ 5 lbs/acre
Red Clover	@ 10 lbs/acre
Ky 31 Fescue	@ 15 lbs/acre
Foxtail Millet ³	@ 12 lbs/acre
Wheat or Rye ⁴	@ 50 lbs/acre

1. Seeding rate suggested is for pure live seed (pls) in pounds per acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before seeding.
3. Spring mix.
4. Fall mix.

8.0 HAYBALE DIKE

Disturbed areas which have storm water runoff which does not pass through a sediment control structure shall utilize the following method to manage storm water runoff: Max. Bid of \$5.00/LF of Hay Bale Dike.

1. All bales shall be placed on the contour.
2. Bales shall be placed in a row with ends tightly abutting the adjacent bales.
3. Bales shall be securely anchored in place by stakes or rebars driven through the bales. Rebar to be removed at the direction of DEP. The first stake in each bale shall be driven toward previously laid bale to force the bales together. Construction of sediment control sumps, and/or rock check dams may become necessary to supplement the hay bale dikes, and shall be incidental to this bid item.

9.0 TRAPEZOIDAL RIPRAP DITCH

Provide all materials, excavate and construct trapezoidal ditch as indicated on the attached typical plans, cross-section, specifications, and as discussed at the Pre-Bid Showing. Channels and ditches shall be free draining upon completion of construction. Length of channel may be adjusted to meet on site conditions. (See riprap specifications) R-5 limestone riprap shall be used at a thickness of 1 ½ feet. This ditch has a 6 feet top width.

10.0 HDPE CULVERT 12" DIAMETER

The culvert shall be HDPE, dual wall smooth interior corrugated twenty (20) foot joint type. The pipe joints shall be silt-tight and the pipe shall meet ASTM D3350 manufacturing standards. This culvert shall replace an existing culvert near the access gate.

Culverts installed in access roads shall cross the road at a 30 degree angle downgrade with a minimum grade of three percent (3%) from inlet to outlet, except in streams or diversion ditches where the pipe shall be installed straight and coincide with the normal direction of flow.

The culvert inlet and outlet ends shall be protected by a headwall of stable non-erodible material and the slope at the outlet shall be protected with an apron of rock riprap, energy dissipater or other designated material. The culvert shall be installed in a trench excavated in solid undisturbed ground or formed by compacted earth.

The culvert shall be imbedded in a formed trench to a depth no less than 1/10 the outside diameter of the pipe. Selected backfill material shall be placed around the culvert in four (4) inch layers and thoroughly compacted by means of hand tamping or manually directed power tampers or plate vibrators.

The culvert shall be covered with a minimum of twelve (12) inches of material. Payment shall be for length of culvert installed.

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11.0 HDPE CULVERT 24" DIAMETER

The culvert shall be HDPE, dual wall smooth interior corrugated twenty (20) foot joint type. The pipe joints shall be silt-tight and the pipe shall meet ASTM D3350 manufacturing standards. This culvert shall replace an existing culvert near the access gate.

Culverts installed in access roads shall cross the road at a 30 degree angle downgrade with a minimum grade of three percent (3%) from inlet to outlet, except in streams or diversion ditches where the pipe shall be installed straight and coincide with the normal direction of flow.

The culvert inlet and outlet ends shall be protected by a headwall of stable non-erodible material and the slope at the outlet shall be protected with an apron of rock riprap, energy dissipater or other designated material. The culvert shall be installed in a trench excavated in solid undisturbed ground or formed by compacted earth.

The culvert shall be imbedded in a formed trench to a depth no less than 1/10 the outside diameter of the pipe. Selected backfill material shall be placed around the culvert in four (4) inch layers and thoroughly compacted by means of hand tamping or manually directed power tampers or plate vibrators.

The culvert shall be covered with a minimum of twelve (12) inches of material. Payment shall be for length of culvert installed.

12.0 UTILITIES

This is a no bid item. A natural gas line is buried across the property, and the contractor shall be responsible for having the utility company locate and flag any buried lines at the construction site. Pond #2 discharge water shall cross over or under a buried natural gas line. It is the contractor's responsibility to determine the exact location of each utility in the project area, where these utilities would be interrupted or damaged by performing work.

13.0 WATER TREATMENT

Water in pits, ponds, or sediment structures shall be analyzed and treated before pumping and discharge to receiving waters of the state. Treat to a pH of 6 or to the pH of the receiving stream (whichever is greater), but not to exceed 9. Water monitoring of the discharge shall be done at all times this work is in progress.

Provide all chemicals, equipment, testing, personnel, or other items needed to complete this bid item.

14.0 SEEP CONVEYANCE DRAIN

Collection underdrains shall be constructed to collect all seep water for conveyance to the treatment sites. The collection underdrain shall be 4 ft. X 4 ft. in cross-section. Stone for the underdrain shall be non-calcareous with a size of 3" to 6" in diameter. The drain shall be wrapped with filter fabric (Tyvar 3401 or equivalent). Filter fabric may be omitted from areas where the seepage enters the underdrain if approved by the DEP on site representative. A 6" perforated SDR-35 PVC pipe shall extend the length of the underdrain and connect to solid pipe. The solid pipe shall daylight to the settling pond. An animal guard shall be installed on the exit of the pipe. The perforated end of the 6" pipe seep collector shall extend to the surface as a clean-out with 6" diameter pipe and cap. A 40 mil HDPE synthetic liner shall cover the bottom and lower side/ends of the underdrain.

Cover the underdrain with a minimum of 1 ft. of material and grade the surface so it is well drained. Material on the downslope side of the drain shall be impervious to prevent leakage from the underdrain to the surface. Provide all fittings necessary for installation. Refer to the attached drawing for further details. All materials specified above and on the attached drawing shall be incidental to this bid item. Payment for each underdrain is for complete installation and verified by DEP with photos. Underdrains will be installed in three locations.

15.0 SDR 35 PVC SOLID PIPE 6" DIAMETER

The six inch diameter SDR-35 PVC shall be solid pipe (gasket joint type) used to convey the water from the seep collector to the trapezoidal ditch or pond, and shall extend above ground as cleanouts (see drawing). The pipe shall be buried with a minimum of two and one-half (2.5 ft) feet of cover to avoid freezing. The end of the pipe shall have an animal guard installed (see drawing), and shall be incidental to this bid item. Payment shall be made for the

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actual measured length of pipe installed.

16.0 CONCRETE SEEP COLLECTION STRUCTURE

This structure shall collect seep water for conveyance to the treatment site. The structure shall be cast in place concrete Type II (Sulfate Resistant) Concrete and shall conform to the dimensions and shape shown in the detail drawings and specifications. Use of a concrete pumper truck may be required for proper placement of the concrete. This concrete shall meet a minimum 28-day compressive test strength of 4000 psi, and the slump shall be between 2 and 3 inches during placement of concrete. Include all reinforcing bars with supports and anchor bolts as necessary. The rebar shall be #4 in size. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. The concrete shall be consolidated with use of an internal spud vibrator to liquefy the concrete so that entrapped air and water can come to the surface. Also, supplement the mechanical vibrator by hand-spading, rodding, or tamping. Place concrete in wall forms in horizontal layers not deeper than 24 inches, and place each layer while the preceding layer is still plastic. Adverse weather conditions shall be avoided during completion of this item. WVDOH specifications (Section 601-Construction Manual) for concrete shall apply to this item. Concrete shall cure for a minimum of 5 to 7 days before the structure is backfilled. Excavation for the foundation is incidental to this item with no separate payment being made.

The concrete footer shall be cast in place with #4 rebar anchors placed 12 inches on center a minimum of 6 inches into the bedrock. The footer base and the side walls shall be cut or notched into the existing bedrock to prevent water seepage under the footer. The footer shall have a 2"x4" tapered keyway formed in the top with a PVC 4 inch "dumbbell with centerbulb" type waterstop to prevent leakage. Two rows of vertical rebar shall be fit and tied to the footer anchor rebar, and placed 12 inches on center and two rows. Any rebar splices shall overlap on a minimum of two footer anchors. Vertical rebar shall extend through the footer to the wall construction. Rebar shall be installed horizontally across the vertical wall pieces at 12 inch on center spacing. Any lap in the rebar shall be a minimum of 20 inches, and shall be tied. Allow for a minimum of 1 1/2 inches of concrete between the edge of any rebar and the form. The wall shall be 10 inches wide. Any pipe openings shall have a flexible waterstop installed around the pipe in contact with concrete. Additional rebar shall be placed around the pipe openings in the concrete end wall.

A six inch diameter SDR 35 PVC perforated pipe shall extend through the length of seep collector structure, and shall daylight to the surface as a cleanout. At the concrete wall, connect to the six inch pipe and reduce to a four inch diameter HDPE pipe (bid item #17.0) to extend to the Aquafix treatment site. The six inch SDR PVC overflow pipe shall extend through the seep collector with perforated pipe, and shall daylight into the riprap ditch with an animal guard. Stone for the underdrain shall be non-calcareous with a size of 3" to 6" in diameter. The top of stone shall be covered with filter fabric (Tyvar 3401 or equivalent), and have a minimum of one foot of soil cover. Refer to the attached drawings for additional details and dimensions.

17.0 4-INCH HDPE PIPE

One (1) HDPE (DR 15.5 or 17) 4 inch diameter water line shall be provided to connect the water from the fresh water pond to the ball valve at the dispensing unit. The line shall be buried with a minimum of two and one-half (2.5') feet of cover to avoid freezing. Approximately 180 linear feet will be required. Payment shall be made for the actual measured length of pipe installed.

18.0 WATER CONNECTIONS AT DISPENSING UNITS

At the dispensing unit, the 4 inch diameter HDPE line (bid item #17.0) shall be connected with a four (4) inch True union PVC ball valve and a two (2) inch True union PVC ball valve, various HDPE fittings (see Drive Line Schematic drawing), cleanouts, molded elbows, caps, reducer fittings, and flanges to supply water to the unit. This is a lump sum payment upon completion of work. All material costs are incidental to this bid item. Three separate connections will be made at two different dispensing units.

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19.0 CLEAR AND GRUB

All vegetative cover (trees, shrubs, bushes etc.) within the entire work area shall be removed to bare ground. It is the contractor's responsibility to obtain all necessary permits and to follow state guidelines for burning and proper disposal of vegetative materials. Disposal of trees and shrubs on-site with a chipper is an acceptable alternative to burning. Any timber cut in the clear and grub area that the landowner wishes to retain shall be delimited and stockpiled.

20.0 SETTLING PONDS-RECONSTRUCT

Three settling ponds shall be constructed. The DEP onsite representative shall approve an onsite location to dispose of pond cleaning materials. Each pond bottom shall have a 2-foot difference in depth from one end to the other, and shall slope toward the water inlet. The sloped bottom is to help with periodic sludge pumping.

Pond 2 shall have a top width of approximately twenty five (25) feet, an approximate top length of one hundred sixty five (165) feet and a total excavation volume of approximately 23,583 cubic feet. The pond shall have a water depth of varying from 6-8 ft. with 2 ft. of freeboard. Side slopes shall be one horizontal to one vertical (1h:1v). An existing seep near the access road must be piped into this settling pond; therefore, the pond top berm and water elevation must be lowered 3 to 4 feet. Lowering of the pond may require reconstruction of the lower pond embankment. The exit spillway channel shall have a skimmer board (see detail drawing).

Pond 3 is an existing wetland and shall be cleaned and excavated to the specified size. Pond 3 shall have a top width of approximately sixty five (65) feet an approximate top length of one hundred and five (105) feet and a total excavation volume of approximately 52,583 cubic feet. The pond shall have a water depth of varying from 6-8 ft. with 2 ft. of freeboard. Side slopes shall be one horizontal to one vertical (1h:1v). The pond shall have a 12 inch diameter HDPE spillway pipe to exit into the trapezoidal exit channel (separate bid items).

Pond 4 is an existing wetland and shall be cleaned and excavated to the specified size. Pond 4 shall have a top width of approximately thirty five (35) feet on one end and fifty (50) feet wide on the other end, and an approximate top length of two hundred forty (240) feet and a total excavation volume of approximately 64,202 cubic feet. The pond shall have a water depth of varying from 6-8 ft. with 2 ft. of freeboard. Side slopes shall be one horizontal to one vertical (1h:1v). An existing dike shall be upgraded to separate the ponds into two segments. Water shall cross through the dike with a riprap channel (bid item #9.0) to extend on both sides to prevent erosion. The pond shall have a 12 inch diameter HDPE spillway pipe to exit into the trapezoidal exit channel (separate bid items).

The settling ponds are a lump sum bid item. The settling pond inlet and outlet spillway channels shall be paid for under the riprap ditch (bid item #9.0), and shall be trapezoidal in shape. Remove all vegetation during clearing & grubbing operations for the pond site, which is incidental to this bid item.

EMBANKMENT CONSTRUCTION

Embankments shall be constructed in compacted lifts with no lift exceeding six (6) inches. The entire width of each 6" lift shall be compacted with an overlapping pattern. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid embankment, which will not slip or allow seepage of the ponded water. The base of any fill areas shall be undercut to solid material, and benched or keyed into the existing bank. All stones exceeding 6 inches shall be removed from the embankment material prior to being placed. Also, any organic material (tree limbs, roots, top soil, etc.) shall be removed from embankment material prior to compaction. Weak or compressible areas, which cannot be satisfactorily compacted, shall be removed and replaced with properly compacted fill material. During dry conditions, water may need to be added to the fill material during the placement process to achieve optimum compaction. If the fill material is over saturated with water, the material may need to be spread and aerated prior to placement at the fill site for compaction. The top pond berm width shall be a minimum of 12.0 feet. During construction if the above mentioned compaction equipment is not utilized, the top berm may need to be wider than 12.0 feet (20 feet wide) to accommodate multiple dozer passes and overlapping tracking to obtain compaction across the entire top width of pond berm. After appropriate compaction of material is achieved, the embankment slopes may be cut back to a 12.0 feet top width.

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21.0 COLLECTION POND-CLEAN AND MODIFY

Pond 1, an existing wetland with forebay, shall be cleaned and excavated to have an approximate top width of seventy (70) feet and an approximate top length of one hundred and seventy (170) feet. The existing dike between the pond and the forebay shall be removed. The pond shall have a water depth of approximately 4 ft. with 2 ft of freeboard and a total excavation volume of approximately 63,048 cubic feet. Side slopes shall be no greater than one horizontal to one vertical (1h:1v).

The collection pond is a lump sum bid item. The pond inlet and outlet spillways shall be paid for under the riprap ditch with liner bid item #9.0, and shall be trapezoidal in shape. Remove all vegetation during clearing & grubbing operations for the pond site, which is incidental to this bid item. The DEP onsite representative shall approve an onsite location to dispose of pond cleaning materials.

EMBANKMENT CONSTRUCTION

Embankments shall be constructed in compacted lifts with no lift exceeding six (6) inches. The entire width of each 6" lift shall be compacted with an overlapping pattern. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid embankment, which will not slip or allow seepage of the ponded water. The base of any fill areas shall be undercut to solid material, and benched or keyed into the existing bank. All stones exceeding 6 inches shall be removed from the embankment material prior to being placed. Also, any organic material (tree limbs, roots, top soil, etc.) shall be removed from embankment material prior to compaction. Weak or compressible areas, which cannot be satisfactorily compacted, shall be removed and replaced with properly compacted fill material. During dry conditions, water may need to be added to the fill material during the placement process to achieve optimum compaction. If the fill material is over saturated with water, the material may need to be spread and aerated prior to placement at the fill site for compaction. The top pond berm width shall be a minimum of 12.0 feet. During construction if the above mentioned compaction equipment is not utilized, the top berm may need to be wider than 12.0 feet (20 feet wide) to accommodate multiple dozer passes and overlapping tracking to obtain compaction across the entire top width of pond berm. After appropriate compaction of material is achieved, the embankment slopes may be cut back to a 12.0 feet top width.

22.0 BAFFLE CURTAIN

The baffle curtain shall be of an ultraviolet (UV) resistant type vinyl coated polyester material with a minimum total weight rating of 17 oz./sq. yd. Styrofoam floats of size 3"x4"x12" shall be hot seam sealed into the top of baffle curtain, and shall be evenly spaced 4 inches apart end to end. A grommet shall be placed between each of the Styrofoam floats. A 5/16 inch diameter stainless steel wire cable shall be seamed into the top of the baffle to anchor at the sides of the pond. A 1/4 inch diameter link chain shall be hot seam sealed into the bottom of the baffle for weight, and to anchor at the sides of the pond. Secure anchor points (pipe, rods, or treated posts) shall be installed at the ponds edge to hold the baffle in place. Anchor points and the baffle location shall be approved by the DEP onsite representative before installation. The wire cable and chain shall be attached in such a way to allow for easy disconnect while sludge is being pumped from the pond. All cable fasteners, eye bolts, and other accessories shall be stainless steel to prevent corrosion, and shall be incidental to this pay item. The baffle curtain opening slots shall be cut into the curtain below the hot seam seal at the top of the baffle, as indicated on the attached drawing. The spacing and the size of the slots shall be determined by the DEP engineer or onsite representative. Four separate curtains shall be installed at locations designated by the DEP onsite representative. Payment shall be by the linear foot installed.

23.0 WATER INTAKE RISER

The foundation shall be Type II Sulfate Resistant Concrete and shall conform to the dimensions and shape shown in the detail drawings and specifications. Include all reinforcing bars with supports as necessary. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. The concrete shall be consolidated with use of an internal spud vibrator to liquefy the concrete so that entrapped air and water can come to the surface. Adverse weather conditions shall be avoided during completion of this item. WVDOH specifications for concrete shall apply to this item. Excavation for the foundation is incidental to this item with no separate payment being made.

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The sub-foundation shall be undercut to remove all unconsolidated material down to a competent foundation as determined by the DEP on site representative. The DEP on site representative shall be present during this work. If the foundation site is over excavated, durable rock may be added and compacted in six (6) inch layers to obtain a solid foundation.

The 30" HDPE riser shall be anchored into the foundation with rebar as shown in the detail drawings and specifications. A minimum of sixty, evenly spaced, one inch diameter perforations in the 30" HDPE Riser shall conform to the dimensions, location, and shape shown in the detail drawings and specifications. Riprap (3"-6" non-calcareous) shall be placed around the 30" HDPE riser to allow water to flow into the perforated riser. Allow enough riprap to cover a minimum of a twelve (12) feet diameter area around the riser pipe.

An aluminum lid shall be fabricated to cover the 30" HDPE riser. The aluminum cover shall be attached to the riser, easily opened, and at least 3/16 inch thick.

24.0 TWO SLUDGE DISPOSAL CELLS

Sludge disposal areas shall be constructed to receive sludge pumped from the settling ponds. Each area shall have a completed holding volume of at least 42,300 cubic feet. The constructed sludge disposal cell shall have a two-foot freeboard. The approximate size of the pond shall have a forty (40) foot top width, a top length of two hundred (200) feet, and a total depth of ten (10) feet. The sludge disposal cell shall have side slopes not exceeding one horizontal to one vertical. The cell shall be constructed in an area approved by the DEP onsite representative. Material which is removed during the pond construction and which is suitable for reclamation shall be stockpiled on site and vegetated, and some material may be used for partial embankment construction. This pond shall be dugout in nature to facilitate its future reclamation. The exit channel spillway shall be paid under Bid Item #9.0. Lump sum payment shall be for the completed item upon approval of the DEP on site representative. This is a lump sum bid item for two sludge cells.

25.0 6 INCH HDPE SLUDGE PIPE

Pipe shall be 6 inch diameter, SDR 15.5 or 17 HDPE of standard manufacture. Install to manufacturers recommendations. Install the pipe as indicated in the specifications and/or as shown on the drawings.

Payment for the actual length of pipe installed. This 6 inch HDPE pipe shall be used for sludge line. Provide all materials, equipment and personnel necessary for installation. Pipe shall be buried at least 2.5 feet deep. Use butt weld fusion process to join pipes. A qualified fusion technician shall supervise the fusion of all joints. See site plan for location.

26.0 PUMP ADAPTOR CONNECTION

The pond ends of the HDPE 6 inch diameter pipe shall be fitted with a threaded adaptor to receive a 6 inch cam-lock adaptor. Install posts or pipes to protect outlet from damage. Use riprap around pipe as necessary. Include a cam-lock cap for sealing each adaptor. The cap shall withstand pressures developed during pumping at other pumping points. The sludge disposal pond ends will be the same as the pond ends. Payment shall be for each location installed.

27.0 WYES (6 INCH HDPE LATERALS 45°)

Wyes shall be of standard manufacture for 6 inch diameter HDPE pipe to allow 45° junction. Use butt weld fusion process to join fittings to pipes. A qualified fusion technician shall supervise the fusion of all joints. Payment shall be for each location installed.

28.0 BLIND FLANGE (6 INCH HDPE)

One the end of the 6 inch HDPE wye fitting, a 6-inch HDPE blind flange with a stainless steel backer ring shall be installed to the manufacturer's standards as a cleanout. The HDPE blind end cap shall be provided with stainless steel bolts/nuts. Use butt weld fusion process to join fittings to pipes. A qualified fusion technician shall

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supervise the fusion of all joints. Payment shall be for each location installed.

29.0 SUB-FOUNDATION PREPARATION

The sub-foundation shall be undercut to remove all fill (unconsolidated material) down to a competent foundation as determined by the DEP on site representative. The sub-foundation shall be constructed in substantial conformity to the plans and/or specifications. The DEP on site representative shall be present during this work.

The sub-foundation material shall be suitable material free of particles larger than three inches in diameter and consist of granular material conforming to WVDOH specification 716.1.1.2. A bearing capacity of approximately 6 tons per square ft should be obtained.

Compaction shall be done with a suitable compactor to obtain approximately 98% Standard Proctor Density. Layers shall be six (6) inches or less in thickness before compaction is initiated. Moisture content of the fill material shall be controlled to obtain maximum compaction.

Payment shall be made for each one (1) foot depth of undercut required.

30.0 FOUNDATION

The foundation shall be Type II (Sulfate Resistant) Concrete and shall conform to the dimensions and shape shown in the detail drawings and specifications. This concrete shall meet a minimum 28 day compressive test strength of 4000 psi, and the slump shall be between 2 and 3 inches during placement of concrete. Include all reinforcing bars with supports and anchor bolts as necessary. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. The concrete shall be consolidated with use of an internal spud vibrator to liquefy the concrete so that entrapped air and water can come to the surface. Also, supplement the mechanical vibrator by hand-spading, rodding, or tamping. Adverse weather conditions shall be avoided during completion of this item. WVDOH specifications (Section 601-Construction Manual) for concrete shall apply to this item. Concrete shall cure for a minimum of 5 to 7 days before the silo may be erected in place. Excavation for the foundation is incidental to this item with no separate payment being made.

The channel in the foundation is to receive water from the collection pond through an open limestone channel (see bid item #9.0). After treatment with the reagent, the water will exit the foundation into open limestone channel to the settling pond. This item shall be paid for as a lump sum item after completion of the foundation and acceptance by the DEP.

31.0 CRANE

This shall include furnishing a crane of sufficient capacity to unload and erect the silo structure on its foundation and to install the reagent dispensing unit. The silo is estimated to weigh less than 10 ton.

Payment for this work shall be made based on the lump sum contract and paid upon final acceptance by DEP.

32.0 DOSING UNIT AND SILO AT SITE 1

This item includes all work necessary to purchase, install and initiate operation of an Aquafix water powered dosing unit (Unit type MSS-SM-OA-30). This item shall be subcontracted to:

Aqua-Fix Water Treatment Systems.
 Michael Jenkins
 301 Maple Lane
 Kingwood, WV 26537 Telephone: (304) 329-1056.

Structural elements shall be warranted by the manufacturer to withstand normal static and dynamic loads as commonly accepted by industry. Changes to these specifications shall be made only with the written approval of the Program Manager.

A 30 ton steel silo is required to store the reagent. The silo shall be equipped with an interior ladder; an

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exterior ladder with a protective cage and a lockable steel safety door, a steel safety fence around the top of the silo, and a filler pipe to extend to the unloading port. A steel cone shall be placed at the base of the silo to direct the discharge of the reagent through a steel flange, which is sized and located to accommodate the reagent dispensing unit. Silo shall include a vent pipe to prevent pressure buildup during filling. An emergency pop off valve shall be included in case the vent pipe malfunctions. Pneumatic filling of the silo is to be utilized.

An insulated steel security enclosure attached to the silo structure support system to protect the dosing unit from vandalism and the weather is required. The wall thickness of the silo enclosure shall be equivalent to the steel used in the construction of the silo. The enclosure shall be equipped with a hinged, lockable steel door of sufficient size to facilitate removal of the dosing unit for repair and/or future replacement. The enclosed structure shall be fitted with a propane heating unit with a capacity to prevent freezing of the dosing unit during the winter. The heater will include all needed piping, regulator and fittings to connect to the tank. A 100 gallon tank shall be included, and will need to be filled one time.

Painting of the silo and steel security enclosure shall be done in accordance with WVDOH Specification 711. Preferred colors are green and/or tan.

The dosing unit, silo, and filler pipe shall be designed to facilitate the use of Calcium Oxide (CaO) during the service life of the unit. A water line will be installed to power the water wheel. This portion of the work shall include the initial filling and the start up of the unit, at the direction of the Program Manager, to confirm that all units function as intended. Any repairs and/or adjustments required to the unloading system and dosing unit to allow them to function as designed shall be performed at no cost to the DEP. The system shall be operated successfully for a one-week period before acceptance by the DEP. All settling ponds and riprap ditches leading to them must be completed before testing is initiated. The Calcium Oxide shall be 30 tons in amount and delivered as scheduled by the on site DEP representative.

Payment for all of the work specified above shall be made based on the lump sum contract price.

33.0 SUB-FOUNDATION PREPARATION

The sub-foundation shall be undercut to remove all fill (unconsolidated material) down to a competent foundation as determined by the DEP on site representative. The sub-foundation shall be constructed in substantial conformity to the plans and/or specifications. The DEP on site representative shall be present during this work.

The sub-foundation material shall be suitable material free of particles larger than three inches in diameter and consist of granular material conforming to WVDOH specification 716.1.1.2. A bearing capacity of approximately 6 tons per square ft should be obtained.

Compaction shall be done with a suitable compactor to obtain approximately 98% Standard Proctor Density. Layers shall be six (6) inches or less in thickness before compaction is initiated. Moisture content of the fill material shall be controlled to obtain maximum compaction.

Payment shall be made for each one (1) foot depth of undercut required.

34.0 FOUNDATION

The foundation shall be Type II (Sulfate Resistant) Concrete and shall conform to the dimensions and shape shown in the detail drawings and specifications. This concrete shall meet a minimum 28 day compressive test strength of 4000 psi, and the slump shall be between 2 and 3 inches during placement of concrete. Include all reinforcing bars with supports and anchor bolts as necessary. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. The concrete shall be consolidated with use of an internal spud vibrator to liquefy the concrete so that entrapped air and water can come to the surface. Also, supplement the mechanical vibrator by hand-spading, rodding, or tamping. Adverse weather conditions shall be avoided during completion of this item. WVDOH specifications (Section 601-Construction Manual) for concrete shall apply to this item. Concrete shall cure for a minimum of 5 to 7 days before the silo may be erected in place. Excavation for the foundation is incidental to this item with no separate payment being made.

The channel in the foundation is to receive water from the concrete seep collection structure through a 4 inch HPDE pipe. After treatment with the reagent, the water will exit the foundation into open limestone channel to the

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settling pond. This item shall be paid for as a lump sum item after completion of the foundation and acceptance by the DEP.

35.0 CRANE

This shall include furnishing a crane of sufficient capacity to unload and erect the silo structure on its foundation and to install the reagent dispensing unit. The silo is estimated to weigh less than 10 ton.

Payment for this work shall be made based on the lump sum contract and paid upon final acceptance by DEP.

36.0 DOSING UNIT AND SILO AT SITE 2

This item includes all work necessary to purchase, install and initiate operation of an Aquafix water powered dosing unit (Unit type MSS-SM-OA-20). This item shall be subcontracted to:

Aqua-Fix Water Treatment Systems.
 Michael Jenkins
 301 Maple Lane
 Kingwood, WV 26537 Telephone: (304) 329-1056.

Structural elements shall be warranted by the manufacturer to withstand normal static and dynamic loads as commonly accepted by industry. Changes to these specifications shall be made only with the written approval of the Program Manager.

A 20 ton steel silo is required to store the reagent. The silo shall be equipped with an interior ladder, an exterior ladder with a protective cage and a lockable steel safety door, a steel safety fence around the top of the silo, and a filler pipe to extend to the unloading port. A steel cone shall be placed at the base of the silo to direct the discharge of the reagent through a steel flange, which is sized and located to accommodate the reagent dispensing unit. Silo shall include a vent pipe to prevent pressure buildup during filling. An emergency pop off valve shall be included in case the vent pipe malfunctions. Pneumatic filling of the silo is to be utilized.

An insulated steel security enclosure attached to the silo structure support system to protect the dosing unit from vandalism and the weather is required. The wall thickness of the silo enclosure shall be equivalent to the steel used in the construction of the silo. The enclosure shall be equipped with a hinged, lockable steel door of sufficient size to facilitate removal of the dosing unit for repair and/or future replacement. The enclosed structure shall be fitted with a propane heating unit with a capacity to prevent freezing of the dosing unit during the winter. The heater will include all needed piping, regulator and fittings to connect to the tank. A 100 gallon tank shall be included, and will need to be filled one time.

Painting of the silo and steel security enclosure shall be done in accordance with WVDOH Specification 711. Preferred colors are green and/or tan.

The dosing unit, silo, and filler pipe shall be designed to facilitate the use of Calcium Oxide (CaO) during the service life of the unit. A water line will be installed to power the water wheel. This portion of the work shall include the initial filling and the start up of the unit, at the direction of the Program Manager, to confirm that all units function as intended. Any repairs and/or adjustments required to the unloading system and dosing unit to allow them to function as designed shall be performed at no cost to the DEP. The system shall be operated successfully for a one-week period before acceptance by the DEP. All settling ponds and riprap ditches leading to them must be completed before testing is initiated. The Calcium Oxide shall be 20 tons in amount and delivered as scheduled by the on site DEP representative.

Payment for all of the work specified above shall be made based on the lump sum contract price.

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BID SCHEDULE				
PERMIT NAME: NATIONAL CONSTRUCTION				
PERMIT NUMBER: S-2004-86				
37.0	1600 LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>3.00</u> PER LF	\$ <u>4,800.</u>
38.0	150 LF	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	\$ <u>.50</u> PER LF	\$ <u>75.00</u>
39.0	40 TON	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>15.00</u> PER TON	\$ <u>600.</u>
40.0	545 LF	<u>NEW HAULROAD/ACCESS ROAD</u>	\$ <u>12.00</u> PER LF	\$ <u>6,540.</u>
41.0		<u>REVEGETATION</u>		
41.1	4 AC	<u>AGRICULTURAL LIME</u>	\$ <u>500.</u> PER ACRE	\$ <u>2,000.</u>
41.2	4 AC	<u>FERTILIZER</u>	\$ <u>250.</u> PER ACRE	\$ <u>1,000.</u>
41.3	4 AC	<u>MULCH</u>	\$ <u>250.</u> PER ACRE	\$ <u>1,000.</u>
41.4	4 AC	<u>VEGETATIVE SPECIES</u>	\$ <u>250.</u> PER ACRE	\$ <u>1,000.</u>
42.0	150 LF	<u>HAYBALE DIKE (Max. Bid \$5.00 Per LF)</u>	\$ <u>3.50</u> PER LF	\$ <u>525.</u>
43.0	20 LF	<u>HDPE CULVERT 15" DIAMETER</u>	\$ <u>50.00</u> PER LF	\$ <u>1,000.</u>
44.0	40 LF	<u>HDPE CULVERT 36" DIAMETER</u>	\$ <u>55.00</u> PER LF	\$ <u>2,200.</u>

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45.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$ <u>1,000.</u>
46.0	LUMP SUM	<u>POND CLEANING</u>	LUMP SUM	\$ <u>50,260.</u>
47.0	LUMP SUM	<u>POND MODIFICATION</u>	LUMP SUM	\$ <u>15,000.</u>
48.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>5,000.</u>
49.0	<u>2600</u> LF	<u>TRAPEZOIDAL RIPRAP CHANNEL</u>	\$ <u>30.⁰⁰</u> PER LF	\$ <u>78,000.</u>
50.0	<u>300</u> LF	<u>TRAPEZOIDAL RIPRAP CHANNEL WITH LINER</u>	\$ <u>34.⁰⁰</u> PER LF	\$ <u>10,200.</u>
51.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>1,000.</u>
TOTAL PERMIT <u>S-2004-86</u>				\$ <u>181,200.</u>

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VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>WERNER MINING</u>				
PERMIT NUMBER: <u>S-2003-86</u>				
52.0	<u>4225</u> LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>3.00</u> PER LF	\$ <u>12,675.</u>
53.0	<u>150</u> LF	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	\$ <u>1.50</u> PER LF	\$ <u>75.00</u>
54.0	<u>40</u> TON	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>15.00</u> PER TON	\$ <u>600.</u>
55.0	<u>420</u> LF	<u>NEW HAULROAD/ACCESS ROAD</u>	\$ <u>9.00</u> PER LF	\$ <u>3,780.</u>
56.0	<u>REVEGETATION</u>			
56.1	<u>3</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>500.</u> PER ACRE	\$ <u>1,500.</u>
56.2	<u>3</u> AC	<u>FERTILIZER</u>	\$ <u>250.</u> PER ACRE	\$ <u>750.</u>
56.3	<u>3</u> AC	<u>MULCH</u>	\$ <u>250.</u> PER ACRE	\$ <u>750.</u>
56.4	<u>3</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>250.</u> PER ACRE	\$ <u>750.</u>
57.0	<u>300</u> LF	<u>HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>3.50</u> PER LF	\$ <u>1,050.</u>
58.0	<u>700</u> LF	<u>V-DITCH</u>	\$ <u>24.00</u> PER LF	\$ <u>16,800.</u>
59.0	<u>300</u> LF	<u>TRAPEZOIDAL DITCH</u>	\$ <u>25.00</u> PER LF	\$ <u>7,500.</u>

BUYER CB-23	PAGE <u>035</u>	REQ. OR PO NO. DEP 14144
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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STATE OF WEST VIRGINIA
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60.0	<u>80</u> LF	<u>TRAPEZOIDAL EXIT SPILLWAY CHANNEL</u>	\$ <u>25.00</u> PER LF	\$ <u>2,000.</u>
61.0	<u>20</u> LF	<u>HDPE CULVERT 12" DIAMETER</u>	\$ <u>24.00</u> PER LF	\$ <u>480.</u>
62.0	<u>80</u> LF	<u>HDPE CULVERT 24" DIAMETER</u>	\$ <u>40.00</u> PER LF	\$ <u>3,200.</u>
63.0	LUMP SUM	<u>WATER TREATMENT</u>	LUMP SUM	\$ <u>1,000.</u>
64.0	LUMP SUM	<u>POND CLEANING</u>	LUMP SUM	\$ <u>75,000.</u>
65.0	LUMP SUM	<u>POND MODIFICATION</u>	LUMP SUM	\$ <u>10,000.</u>
66.0	<u>200</u> LF	<u>BAFFLE CURTAIN</u>	\$ <u>5.00</u> PER LF	\$ <u>1,000.</u>
67.0	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>5,000.</u>
		TOTAL PERMIT <u>S-2003-86</u>		\$ <u>143,910.</u>
		TOTAL PERMIT <u>S-2004-86</u>		\$ <u>181,200.</u>
		TOTAL PERMIT <u>184-77</u>		\$ <u>546,890.</u>
		<u>GRAND TOTAL</u>		\$ <u>872,000.</u>

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

090

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: BARNES EXC. INC.Authorized Signature: Catherine Barnes Date: 11/1/07

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Barnes Exc., Inc.
of Sissonville, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of OH
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Keister Coal, National Constr., Werner Mining - DEP14144 - According to Plans & Specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
25th day of October, 2007.

Principal Corporate Seal

Barnes Exc., Inc.
(Name of Principal)

By: Catherine Barnum
(Must be President or
Vice President)

President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)

By: Gregory T. Gordon
Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/27/07, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752152 06

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

LARRY D. KERR, GREGORY T. GORDON, PATRICIA A. FINCKE, STEPHEN B. STOGDEN, PATRICIA A. MOYE, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 27th day of AUGUST A.D., 2007.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 27th day of AUGUST A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 25th day of October A.D., 2007.



Frank A. Carrino Secretary